

JUDGE JONES

BADIAK & WILL, LLP  
Attorneys for Plaintiff  
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Our Ref. : 10-M-006-JK

11 CIV 1129

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
SELECTED FRONTIERE and Interested Underwriters at  
Lloyds of London,

11 Civ. ( )

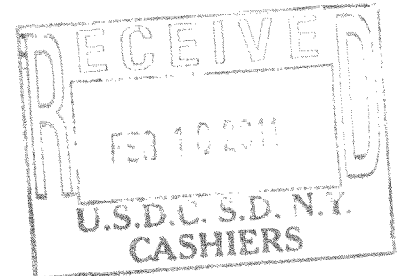
Plaintiffs,

COMPLAINT

- against -

OCEAN WORLD LINES, INC., and MSC MEDITERRA-  
NEAN SHIPPING COMPANY S.A.,

Defendants.  
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Plaintiffs, SELECTED FRONTIERE and Interested Underwriters at Lloyds of  
London,, by their attorneys, Badiak, & Will, LLP, as and for their Complaint herein against the  
defendant, alleges upon information and belief as follows:

1. All and singular the following premises are true and constitute an admiralty or  
maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within  
the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

2. Plaintiff, SELECTED FRONTIERE, (hereinafter referred to as "SELECTED"),  
is and was at all times hereinafter mentioned a corporation organized and existing under and by

virtue of the laws of one of the states of the United States and maintained an office and place of business at 7685 NW Terrace, Miami, Florida 33166.

3. Plaintiff, Interested Underwriters at Lloyds of London (hereinafter "Underwriters"), are and were at all times hereinafter mentioned syndicates or other legal entities organized and existing under and by virtue of the laws of another state, with offices and places of business in London, United Kingdom, and provided all risk cargo insurance covering the subject shipment hereinafter described which is and was administered by Southern Marine & Aviation of Houston, Texas.

4. Plaintiffs SELECTED and Underwriters bring this action on their own behalf and as agent and trustee on behalf of and for the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiffs are entitled to maintain this action. The Plaintiff SELECGTED, as the consignee and owner of the shipment hereinafter mentioned, has performed all conditions required on its part to be performed with respect to the subject shipment.

5. Defendant, OCEAN WORLD LINES, INC., (hereinafter "OWL"), is and was a corporation organized and existing under and by virtue of the laws of a foreign state with an office and place of business at 8350 NW 52<sup>nd</sup> Terrace, Suite 304, Miami, Florida 33166, and is and was at all times hereinafter mentioned, a common carrier by water for hire and owned, chartered, managed and/or otherwise controlled or contracted to use the M.V. MSC ILONA as a general vessel engaged in the common carriage of merchandise by water for hire between, among others, the ports of LeHarve, France, and Port Everglades, Florida.

6. Defendant, MSC MEDITERRANEAN SHIPPING COMPANY S.A., (hereinafter "MSC"), is and was a corporation organized and existing under and by virtue of the laws of a foreign state with an office and place of business c/o Mediterranean Shipping Company USA, Inc., 420 Fifth Avenue, New York, New York 10018, and is and was at all times hereinafter mentioned, a common carrier by water for hire and owned, chartered, managed and/or otherwise controlled or contracted to use the M.V. MSC ILONA as a general vessel engaged in the common carriage of merchandise by water for hire between, among others, the ports of LeHarve, France, and Port Everglades, Florida.

**AS AND FOR IT'S FIRST CAUSE OF ACTION (AGAINST OWL)**

7. Plaintiffs repeat and reallege each and every allegation contained in paragraphs numbered "1." through "6.", inclusive, with the same force and effect as if set forth at length herein.

8. On or before February 18, 2010, there was shipped by MARCAIR c/o International Kontact Consulting, as shipper, and delivered to defendant OWL and the M.V. MSC ILONA, at Le Harve, France, as common carriers, a shipment consisting of One Thousand Three Hundred Forty Nine (1,349) cartons of perfumery products, shipped in two ocean shipping containers, one numbered TTNU440128-9 containing 966 packages of perfumery products, the second numbered MSCU117541-6 containing 383 packages of perfumery products, each such container then being in good order and condition and with a stated gross and net weight as to each container being consistent with the weight of the same packages of perfumery products contained therein, and defendant OWL then and there accepted the said shipment so shipped and delivered to them and, in consideration of certain freight charges thereupon paid or agreed to be paid, agreed

to transport and carry the said shipment to Port Everglades, Florida, and to there deliver same in like good order and condition, quantity and weight as when shipped, delivered to and received by them, to Selected Frontiere, the consignee and owner of the subject shipment, all in accordance with a bill of lading issued by or on behalf of the aforementioned vessel and defendant OWL numbered OWLNHV0S020200MI, dated on or about February 18, 2010.

9. Thereafter the defendant OWL made delivery of the aforementioned shipment ex the vessel MSC ILONA at Port Everglades, Florida, but not in like good order, condition or quantity as when shipped, delivered to and received by them but, to the contrary, with serious shortage and impaired in value, all in violation of the defendant OWL's obligations and duties as a common carrier of merchandise by water for hire.

10. By reason of the foregoing premises, plaintiff has sustained damage, as nearly as the same can now be estimated, no part of which has been paid although duly demanded of OWL by plaintiffs, in the sum of \$79,712.67.

**AS AND FOR ITS SECOND CAUSE OF ACTION (AGAINST MSC)**

11. Plaintiffs repeat and reallege each and every allegation contained in paragraphs numbered "1." through "10.", inclusive, with the same force and effect as if set forth at length herein.

12. On or before February 18, 2010, there was shipped by Owl Ocean World Lines Europe GmbH, as shipper, and delivered to defendant MSC and the M.V. MSC ILONA, at Le Harve, France, as common carriers, a shipment consisting of One Thousand Three Hundred Forty Nine (1,349) cartons of perfumery products, shipped in two ocean shipping containers, one

numbered TTNU440128-9 containing 966 packages of perfumery products, the second numbered MSCU117541-6 containing 383 packages of perfumery products, each such container then being in good order and condition and with a stated gross and net weight as to each container being consistent with the weight of the same packages of perfumery products contained therein, and defendant MSC then and there accepted the said shipment so shipped and delivered to them and, in consideration of certain freight charges thereupon paid or agreed to be paid, agreed to transport and carry the said shipment to Port Everglades, Florida, and to there deliver same in like good order and condition, quantity and weight as when shipped, delivered to and received by them, to Ocean World Lines, Inc., as agent for Selected Frontiere, the consignee and owner of the subject shipment, all in accordance with a bill of lading issued by or on behalf of the aforementioned vessel and defendant MSC numbered MSCULR635404, dated on or about February 18, 2010.

13. Thereafter the defendant MSC made delivery of the aforementioned shipment ex the vessel MSC ILONA at Port Everglades, Florida, but not in like good order, condition or quantity as when shipped, delivered to and received by them but, to the contrary, with serious shortage and impaired in value, all in violation of the defendant MSC's obligations and duties as a common carrier of merchandise by water for hire.

14. By reason of the foregoing premises, plaintiff has sustained damage, as nearly as the same can now be estimated, no part of which has been paid although duly demanded of MSC by plaintiffs, in the sum of \$79,712.67.

WHEREFORE, plaintiff prays:



1. That process in due form of law may issue against defendants citing them to appear and answer all and singular the matters aforesaid;

2. That if defendants cannot be found within this District then all of their property within this District be attached in the sum of \$79,712.67, with interest thereon and costs, the sum sued for in this Complaint;

3. That judgment may be entered in favor of plaintiffs SELECTED FRONTIERE and Interested Underwriters at Lloyds of London and against defendants OCEAN WORLD LINES, INC., and MSC MEDITERRANEAN SHIPPING COMPANY S.A., jointly and severally, for the amount of plaintiff's damages, \$79,712.67, together with interest and costs and the disbursements of this action; and

4. That this Court will grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York  
February 18, 2011

BADIAK & WILL, LLP  
Attorneys for Plaintiff,  
SELECTED FRONTIERE and Interested Under-  
writers at Lloyds of London

By:   
JAMES P. KRAUZLIS (JK-4972)